

AG Contract No.: KR04-1781TRN
ADOT ECS File No.: JPA 04-088
Project No.: TEA-260-B (008) A
Section: US 260
Project: Preacher Canyon Wildlife
TRACS No.: H6611 01C, 01D, 01X,
Budget Source Item No.: 74605, 75305

INTERAGENCY AGREEMENT

BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
ARIZONA GAME AND FISH DEPARTMENT

THIS AGREEMENT is entered into this date May 18 2005, pursuant to Arizona Revised Statutes § 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, (the "State") and the ARIZONA GAME AND FISH DEPARTMENT, acting by and through its Commission (the "AGFD").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The AGFD is empowered by the Arizona Revised Statutes § 17-231.B.7 to enter into this Agreement and has delegated to the undersigned authority to execute this Agreement on behalf of the AGFD.

3. The State has agreed to contribute an amount not to exceed \$25,000.00 to AGFD for the research study, funded with State and Federal funds qualified through the Enhancement Activities No. 11, to study ways to reduce vehicle caused wildlife mortality while maintaining habitat connectivity, hereinafter referred to as the "Project". The Project pertains to the construction and testing, in an experimental capacity, of fences to obstruct animal passage across roadways and a Roadway animal Detection System (RADS) to alert motorists when an animal crosses a roadway. The Project will also entail the collaring of animals to determine the effectiveness of the fences and RADS by monitoring animal movements. The Parties agree that the State will design and construct an extension to the fence and erect a Roadway Animal Detection System (RADS), if sufficient funding is made available, on the State's right-of-way, located on State Route (SR) 260, Milepost (MP) 260.0 to 263.1 in accordance with mutually agreed upon design and specifications. The Parties agree that the State will maintain all non-electric fences, gates, jumps, and cattle guards within the State's right-of-way. The Parties agree that the State will maintain, operate, and if necessary, dismantle the electric fence (Electro Braid) and RADS. The AGFD agrees to conduct and maintain electronic collaring of animals, and collect and analyze data. Prior to the termination of this Agreement, both Parties agree to determine the need to extend the maintenance and operation responsibilities or to relinquish maintenance and operation responsibilities to another party. If the State and AGFD determines that the Project is successful and continued maintenance is necessary, this Agreement shall be amended.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 27524
Filed with the Secretary of State
Date Filed: 05/18/05

Janice K. Brewer
Secretary of State

By: Vinny J. Greenwald

II. SCOPE OF WORK

1. The State will:

a. Provide design plans, specifications and other such documents and services required for construction bidding, construction maintenance and operation of the fence ("Robison" extension), Electro Braid fence and RADS, and will submit them to AGFD for concurrence before bidding.

b. Call for bids and award one or more construction contract(s) for the Project. Administer same and make all payment to the contractor(s). Be responsible for contractor claims for extra compensation, due to delays or whatever reason attributable to the State

c. Appoint a Project Manager to interface with the AGFD relating to the Project

d. Upon execution of this Agreement and within thirty-days (30) upon receipt and approval of an invoice from the AGFD, remit to the AGFD an amount not to exceed \$25,000.00 for research studies associated with the Project.

e. Maintain all non-electric fences, gates, jumps and all cattle guards. Maintain and operate the Electro Braid fence and RADS via contracts with the fencing and RADS vendors respectively, until June 30, 2008

f. On or near July 1, 2008, the State in conjunction with AGFD will determine the need to continue the Project by examination of collected data. If the Electro Braid fence and RADS is determined to be effective and the Project continues, the State, through its vendors, will continue to be responsible for the maintenance and operation of the Electro Braid fence and the RADS. If the Electro Braid fence or RADS are found to be ineffective then the respective vendor will be responsible for removal.

g. Comply with the requirements of Office of Management and Budget (OMB) Circular A-102.

2 The AGFD will:

a. Appoint a Project Coordinator at AGFD to interface with the State relating to the Project.

b. Provide to the Project Manager for the State, the information and data that are available to assist in the Project work, in addition to quarterly and final reports for the funded research.

c. Upon execution of this Agreement, invoice the State for an amount not to exceed \$25,000.00 for the research studies associated with the Project.

d. On or near July 1, 2008, determine the need to continue the Project in conjunction with the State by providing an up-to-date summary of the effectiveness of all fences and RADS.

III. MISCELLANEOUS PROVISIONS

1. Title to all documents, reports and other deliverables prepared by the AGFD in performance of this Agreement shall rest jointly with the State and the AGFD.

2. This Agreement shall become effective upon signatures by the parties hereto, and shall remain in full force and effect until June 30, 2010. However, this Agreement may be cancelled upon mutual agreement, if the proposed objective outlined in this Agreement are not being met, with thirty-days (30) written notice to the other party. Upon termination, all work performed pursuant to this IGA shall cease and all unencumbered monies deposited for use by AGFD shall be returned to the State.

3. The parties agree to comply with all applicable State and Federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this contract.

6. In the event of any controversy that may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement relating to the Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue – Mail Drop 616E
Phoenix, AZ 85007
(602) 712-7525

Arizona Game and Fish Department
R.E. Schweinsburg, Research Branch
2221 West Greenway Road
Phoenix, AZ 85023
(602) 789-3251

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination"

9. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

10. Pursuant to Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ARIZONA GAME AND FISH DEPARTMENT

By 
DUANE SHROUFE
Director

STATE OF ARIZONA

Department of Transportation

By 
SUSAN TELLEZ
Contract Administrator

APPROVAL OF THE ARIZONA GAME AND FISH DEPARTMENT

I have reviewed the above referenced proposed Intergovernmental Agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and THE ARIZONA GAME AND FISH DEPARTMENT and declare this Agreement to be in proper form and within the powers and authority granted to the AGFD under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 26th day of April, 2005.



Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE:
602.542.8855

INTERAGENCY SERVICE AGREEMENT
DETERMINATION

A.G. Contract No. KR04-1781TRN (**JPA 04-088**), an Agreement between public agencies, i.e., *The State of Arizona* and *Arizona Game and Fish Department*, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 10, 2005

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

Susan E. Davis
Assistant Attorney General
Transportation Section

SED:mjf
Attachment
904408